

**UNITED STATES BANKRUPTCY COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA**

In Re: : **Chapter 13**
:
Quanda Moore : **Bankruptcy No. 15-17099-elf**
:
Debtor : **Hearing Date: 12/18/18 at 9:30 a.m.**
:
: **Related to Doc. Nos: 41 and 44**

STIPULATION TO RESOLVE MOTION FOR RELIEF FROM STAY

U.S. Bank Trust, National Association, as Trustee of the Igloo Series III Trust ("US Bank"), by its counsel, Tucker Arensberg, P.C., files this Stipulation and Consent Order of Court stating as follows:

1. US Bank is the holder of a claim which is secured by real property known as 1939 Medary Avenue, Philadelphia, PA 19141-1435 ("Real Property").
2. US Bank has filed a Motion for Relief from Stay as to the Real Property as a result of the Debtor's failure to make payments when due under the terms of their loan obligation with US Bank.
3. The parties have come to an agreement as follows:
 - (a) US Bank is immediately granted relief from stay as to the Real Property;
 - (b) Beginning on or within 5 days of the entry of an order approving this Stipulation, and on or by the 1st day of each succeeding month, the Debtor shall make regular monthly mortgage payments to US Bank in the amount of \$526.25;
 - (c) The Debtor will cure the post-petition arrears in the amount of \$2,631.25 (September 1, 2018, through and including January 1, 2019), plus fees and costs of \$1,031.00, by making six (6) additional payments in the amount of

\$610.38, beginning on February 15, 2019 and continuing through July 15, 2019;

- (d) The Debtor agrees to keep the Real Property fully insured and to have US Bank listed on the policy as the loss payee;
- (e) The Debtor agrees to maintain payment of all utilities on the Real Property;
- (f) Furthermore, contingent upon timely payments being made in accordance with the terms of this Stipulation, US Bank shall forbear from taking legal action relative to the loan obligation as detailed in the Motion for Relief.

4. In the event that the Debtor fails to comply with the terms of this Stipulation and upon US Bank providing Debtor's counsel with written notice of the default and ten (10) days to cure the default in payment, US Bank shall file an Affidavit of Default with the Court and the Bank's duty to forbear from scheduling a sheriff sale shall immediately terminate.

5. It is further agreed by the Parties that any facsimile signatures and/or electronic signatures on this stipulation shall be as enforceable and binding as an original signature.

WHEREFORE, the Parties respectfully request approval from this Honorable Court for entry of this Stipulation.

Consented to:

Dated: 1/23/19

/s/Allison L. Carr

Allison L. Carr, Esquire

Attorney for U.S. Bank Trust National Association,
as Trustee of the Igloo Series III Trust

/s/Brad J. Sadek

Brad J. Sadek, Esquire

Attorney for Debtor

/s/William C. Miller

William C. Miller

Chapter 13 Trustee